

Great Progress
OF THEFisher's
Pianos

From a small beginning the Fisher Piano has grown to be not only one of the best known pianos made, but its sale has reached a point where it is nearly double that of any other piano in this or any other country. All this has been accomplished, practically speaking, within the past ten years. Not only this, but it has received the highest testimonials from many of the greatest vocalists and pianists that the world has ever produced. It is in daily use in leading schools and colleges everywhere, and has received highest rewards wherever publicly exhibited.—Chicago Indicator.

We sell the Fisher Pianos, also Decker Bros. and Weber Pianos, Story & Clark and Chicago Cottage Organs, and several other fine makes.

HAWAIIAN NEWS CO.

LTD.

Merchant Street.

Daily Delivery

IN

PALAMA and
KALIHUBread, Rolls,
Cakes or Pastry

BY THE

German Bakery

ONLY WHITE LABOR EMPLOYED.

J. LANDO,

Fort Street.

OUTFITTER AND FURNISHER.

—ON HAND—

A new line of Ties in Imperials, Assorted Admirals, Club and Band Bows, Silk, Stanly and White Shirts, Boys' Waists and Suits, Hats, Caps and Clothing, Underwear, Hose and Handkerchiefs.

GIVE US A CALL.

Castle & Cooke,

LIMITED.

LIFE AND FIRE

Insurance Agents

AGENTS FOR

New England Mutual Life Insurance Co.

OF BOSTON

Aetna Fire Insurance Company

OF HARTFORD

Ginger Ale, Lemonade, Sarsaparilla

SODA in Siphons, and Other

Aerated Waters.

Order From

Hawaiian Soda Works.

TELEPHONE 506.

All Orders Delivered Promptly.

Pacific Transfer
Company.

King St., next to Bailey's Co.

EXPRESS WAGONS, DRAYS

LUMBER WAGONS and

DUMP CARTS.

Always on Hand.

Trucks, Furniture and Stoves Carefully

Handled.

Telephone 198.

BEAVER LUNCH ROOMS.

J. A. NOLTE, Proprietor.

Fort St., Opp. Wilder & Co.

First Class Lunches Served

With Tea, Coffee, Soda Water, Ginger

Ale or Milk.

Open from 7 a. m. to 10 p. m.

Smokers' Requisites a Specialty.

Honolulu Iron Works Co.

STEAM ENGINES.

BOILERS, SUGAR MILLS, COOLERS

DRAYS AND LEAD CASTINGS.

Machinery of every description

made to order. Particular attention

paid to ship's blacksmithing. Job

work executed on the shortest notice.

J. HOPP & CO.—J. HOPP & CO.

The Best at the Lowest
Price at HOPP'S.Everything
For the
House

HAVE YOU SEEN OUR

Parlor Tables?

They are extremely handsome

and of the highest grade.

Secretary
Book-Cases

Library and Writing Desk com-

bined.

Gentlemen's
Shaving Case.

Only one left. A real convenience

to one who is his own barber.

White
Enameled
Bureaus

Nothing prettier to offset a well

furnished bedroom.

AWNINGS MADE TO ORDER.

UPHOLSTERING A SPECIAL-

TY.

J. Hopp & Co

LEADING FURNITURE

DEALERS.

King and Bethel Sts.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

J. HOPP & CO.—J. HOPP & CO.

OPIUM IN A
NUTSHELLQuestion of An Original
Container.

LAW OF SEARCH WARRANTS

Interesting Legal Points Elucidated
by Judge Humphreys in
Ah Chong Case.

What is an original container for opium or for any other importation upon which duties must be paid? The question came up in the Circuit Court before Judge Humphreys yesterday during the progress of the prosecution of Ah Chong, charged with selling opium. It was a jury trial upon which the following jurors sat:

Chas. N. Rose, Eugene P. Sullivan, E. E. Cunha, Wm. M. Graham, George E. Smith, R. A. Dexter, F. H. Armstrong, F. W. Mackinney, E. Oscar White, John H. Schmid, Jacob Lando, and Geo. S. Wells, Assistant Attorney General Robbins for prosecution; Robertson & Wilder and J. T. De Bolt for defendant.

The evidence of Deputy Sheriff Chillingworth for the prosecution was to the effect that he had made a raid upon the house of Ah Chong on Liliha street several months since, but without the formality of a search warrant. He had brought away from the house several articles to be used as evidence against the defendant, including the opium preparation, pipes and other paraphernalia incidental to an opium smoker's outfit.

Officer Hanrahan who was to have been placed on the stand to show that he had seen the defendant in the house at the time of the raid, was denied the privilege. Judge Humphreys in ruling upon the evidence called attention to United States statutes, 115, page 629. Under the authority cited Judge Humphreys stated in effect that articles obtained in a room, such as was intended to be produced by the prosecution, were not admissible as they were not taken under the authority granted by a search warrant.

"We have a law which provides how search warrants may be issued to police officers," said Judge Humphreys, "and they are the last officers or the last persons who should go around breaking into peoples' houses without search warrants. Nobody's rights of liberty are safe if that may be done." The authority upon which the Judge based his ruling is found in the syllabus, as follows:

Search and seizure of a man's private papers to be used in evidence for the purpose of convicting him of a crime, recovering a penalty, or of forfeiting his property, is totally different from the search and seizure of stolen goods, dutiable articles on which the duties have not been paid, and the like, which rightfully belong to the custody of the law.

The seizure or compulsory production of a man's private papers to be used in evidence against himself is equivalent to compelling him to be a witness against himself, and in the prosecution of a crime, penalty of forfeiture, is equally within the prohibition of the 5th amendment.

The question of the right to sell imported opium if in the original packages was brought out at the close of the trial before the arguments were presented. The opium which caused the trouble of Ah Chong was a small quantity which had been placed in the empty shell of a lichee nut. Judge Humphreys stated that under certain circumstances the lichee nut might be called an original container as he knew of instances where opium had been brought into Hawaii in shoes, in vegetable, in kerosene oil cans, etc. At

torney General Dole in reply thought it inconceivable that a lichee nutshell was the original container for opium, and it was beyond the bounds of common sense that a single lichee nutshell was the original container. The sale of liquor as the sale of opium was within police power if not contained in the original package. There was the same right to prohibit the sale of liquor and the sale of opium or anything else of like character which a State would have unless Congress, which is omnipotent, forbids it. Judge Humphreys interrupted by stating that a State cannot prohibit the sale of an article which Congress has allowed.

Mr. Dole continued with the remark that in certain states the sale of intoxicating liquors is absolutely prohibited except in the original packages. He considered the case one in which the burden rested upon the defendant to prove that the opium involved in the present case was contained in the original package of importation.

LILUOKALANI ANSWERS WILL-

Lilukalani Dominis has filed a demurrer to the bill of injunction brought against her by Charles B. Wilson, in which the latter seeks to prevent the plaintiff from ejecting him from certain premises on Young and Pihai streets. She sets forth that the said plaintiff has not in and by his said bill, made or stated such a cause as does or ought to entitle him to any such relief as is thereby sought and prayed for from or against this defendant. That neither the commissioner's deed nor the declaration of trust in said bill nor any copy or copies thereof, are attached to or made part of said bill.

That neither the premises or agreements alleged in said bill, and of which the plaintiff by said bill seeks to have the benefit, nor any memorandum or note thereof was ever reduced to writing or signed by defendant or any person authorized thereto within the meaning of the statute for the prevention of frauds and perjuries.

That said bill is uncertain, inconsistent and unintelligible, in that it is not made to appear upon which of the several alleged premises of the defendant relies as a ground of the relief prayed.

Lilukalani asks that the bill against her may be dismissed.

GUARDIAN FOR ESTATE.

J. M. Penahela, representing himself to be the father of William Maunaloa and Annie Wallau, who are aged respectively five and seven years, has pe-

titioned to Judge Humphreys to be appointed their guardian. By his attorneys, Kinney, Ballou & McClanahan, he makes the above representation, and further, that he is the grandfather of the following minors: Emilia, aged ten years; Kihelu, aged five years, and Kewiku, aged four years. The mother of the last minors being dead and their father, Paul Keuala, consenting to the petition. The minors have property and reside in their own right within the jurisdiction of the court, consisting of that certain piece or parcel of land situated at Kawaloa, Hana, Maui, in Royal Patent 3-65 containing 28 1/2 acres; land described in Royal Patent 4921 to Kaahaina, situated at Kawaokapuna, containing an area of 1.99 acres; land described in grant number 1813 to Auhua and Kekoko, situated at Papahawana, an area of 65 acres.

JUDGMENT FOR RAWLINS.

Judge Humphreys having heard the parties in the ejectment suit of T. W. Rawlins vs. Maraea K. Harbottle and William Harbottle, yesterday, filed judgment in favor of the plaintiff. By the terms of the judgment plaintiff is entitled to recover of the defendants the land involved in the suit and the costs of the action. The property is described in Royal Patent 109, L. C. A. 518.

AMENDED MASTER'S REPORT.

An amended report of master and referee on the accounts of administrator de bonis non has been filed by Frank E. Thompson in the matter of the estate of Joseph Gomes, deceased. The master states that at the hearing of the matter on August 24, J. A. Macoon for the administrator, stated the accounts had been passed upon by a master. Mr. Magoon later informed him that he was in error. In order to avoid the delay incident to a new reference he has examined the accounts, checked over the vouchers and commissions, and found them correct, rendering a balance still undistributed, of \$2,565.65.

PLANTATION SUIT DECREE.

In the equity suit of the Wahiawa Sugar Co., Ltd. vs. the Waiialua Agricultural Co., Ltd., Judge Humphreys has filed in the Circuit Court a decree sustaining the defendant's plea in abatement and ordered all proceedings postponed until the title to the Hot lands involved shall have been settled. The lands in question were made the subject of a suit on the part of the plaintiff. They claimed they had a lease on the property and that it was in possession of the Waiialua Plantation Company. A suit was also instituted against the Hot lands by the defendants to perfect their right to a lease of the property which they aver had been incorporated into the Waiialua Plantation estate. After hearing arguments of counsel for plaintiff and for defendant, the court says:

"It is ordered, adjudged and decreed that the defendant's plea in abatement be allowed; and that all further proceedings in said cause be suspended until the plaintiff's title is settled by action at law or other appropriate proceedings."

PODEYN HEIR'S ESTATE.

J. F. Humburg, guardian of the persons and estate of August Podyen, Frederick Podyen and Waldemar Podyen, minors, has petitioned to the Circuit Court for allowance of final account and discharge. He was appointed as such on May 3, 1899, in place of K. Podyen, who resigned. He avers he has collected all sums by him known or believed to be due and collectable, and has done all a faithful and prudent guardian ought to do. He represents the estate is indebted to him in the sum of \$164.78, but he claims a claim against the estate for this amount, and for commissions as guardian. The estate consisted of one lot on Pihai street, which with the dwelling house thereon, was sold on October 12, 1899. There is now no estate, real, personal or mixed, belonging to said minors in possession of said guardian. He asks that his bond be ordered cancelled, and his sureties thereto released from further obligation.

ESTATE OF WALTER MURRAY GIBSON.

Judge Humphreys filed a decree yesterday in the matter of the estate of Walter Murray Gibson, deceased, in which he ordered the discharge of Cecil Brown, trustee, at the latter's request. Under the provisions of the will of the late Minister of Foreign Affairs during the reign of Kalakaua, and with the consent in writing of Talula L. Haysden, devisee thereunder, Cecil Brown executed a deed of conveyance to William H. Pain and Paul Neumann of the undivided two-thirds interest of, in and to the real and personal property of the estate of the Island of Lanai. The deed is ordered duly stamped and delivered to the grantees therein named.

Subject to the payment of the stamp duties on the deed the accounts of Cecil Brown are approved, and he is discharged of his trust and his sureties discharged from their obligations.

Mr. Kunst, of Hawaii and Samoa, has purchased the Gibson or Haysden holdings on the Island of Lanai. The details are being closed. \$30,000 will accrue to the Haysdens after all debts are paid.

MORE ARE NATURALIZED.

In Judge Estee's court yesterday the following persons were admitted to citizenship: Jose Andrade, Portugal; G. H. Schiller, Germany; H. A. Zerbe, Germany; John A. Lucas, Austria; Capt. William J. Weir, Ireland.

BANK EMPIRE CASE AGAIN.

The case of Christian Collins et al. vs. Bank Empire, was on in Judge Estee's court yesterday morning. Davis & Gear, proctors for the libellant, read an order to show cause why the bondsmen who gave orders for the release of the vessel should not pay the amount of the decree. Kinney, Ballou & McClanahan, attorneys for the libelling ship, had already filed a notice of appeal to the United States Circuit Court of Appeals, together with a bond covering the costs. It was argued by them that if the Judge allowed this motion of Davis & Gear the appellate court would not consider the case at all because it would have been a case where the sailors had already sued for their pay. He argued that the Judge should not allow an execution to go out against the bondsmen. Judge Estee took the case under advisement, and will render a decision at 2 p. m. tomorrow.

ICHI ASSAULT CASE ON.

Shortly before 4 o'clock yesterday afternoon the cases of Ichi Kuguchi and Ichi Hanzbro, brothers, charged with assault with a deadly weapon, to wit, a knife, was brought before Judge Humphreys. The row in which the weapon was alleged to have been used was at twelve some time ago, in which a Japanese who came to their house was badly used up. At the time of the affair the defendants put in a plea of self-defense.

Miss Calla J. Harrison acted as Japanese interpreter for the case, the latter interpreting being absent or away. Miss Harrison has been a resident of Japan for many years and speaks the language fluently. Her interpretations were satisfactory to all concerned yesterday, and it was stated that the lady was prompt and incisive in her questioning of the witnesses and rendering the replies into English, to an extent rarely heard in the local courts.

The case will be heard again this morning.

Hawaii Land Co.

LIMITED.

Capital Stock \$100,000.

Capital, paid up \$55,000.

OFFICERS.

W. C. Achl.....President & Manager
M. K. Nakuina.....Vice-President
J. Makainal.....Treasurer
Enoch Johnson.....Secretary
Geo. L. Desha.....Auditor

BOARD OF DIRECTORS.

Jonah Kumalee,
J. Makainal,
J. W. Biplane

The above Company will buy, lease or sell lands in all parts of the Hawaiian Islands; and also has houses in the City of Honolulu for rent.

THE BANK OF HAWAII.

LIMITED.

Incorporated Under the Laws of the Republic of Hawaii.

CAPITAL \$400,000.00

OFFICERS AND DIRECTORS:

Chas. M. Cooke.....President
P. C. Jones.....Vice President
C. H. Cooke.....Cashier
R. C. Atherton.....Assistant Cashier
Directors—Henry Waterhouse, Tom May, F. W. Macfarlane, E. D. Tenney, J. A. McCandless.

Solicits the Accounts of Firms, Corporations, Trusts, Individuals and will promptly and carefully attend to all business connected with banking entrusted to it. Sell and Purchase Foreign Exchange, Issue Letters of Credit.

SAVINGS DEPARTMENT.

Ordinary and Term Deposits received and interest allowed in accordance with rules and conditions printed in pass books, copies of which may be had on application.

Judd Building, Fort street.

FOR SALE!

Bonds.

PER CENT (10-20 Year) GOLD

BONDS.

Interest Payable Semi-Annually.

ISS. ED BY

Honolulu Rapid Transit Co.

This local enterprise assures a fine

electric car service in the near future

which will be a benefit to the entire

community.

These bonds are now for sale at the

office of

The Hawaiian Trust & Investment Co.

(LIMITED.)

No. 409 Fort St., Honolulu, H. I. Tel. 184

ESTABLISHED IN 1853.

BISHOP & CO

—Bankers—

TRANSACT A GENERAL BANKING

AND EXCHANGE BUSINESS.

Commercial and Travelers' Letters of

Credit issued, available in all the

Principal Cities of the World.

INTEREST allowed after July 1st,

1899, on fixed deposits: 7 days notice

2 per cent; 3 months 3 per cent; 6

months 3 1/2 per cent; 12 months 4 per

cent.

JUHEI ISHIZUKA

AGENCY OF

KEI HIN BANK, LTD.

Vineyard Street.

Transact General Banking and Ex-

change Business.

HEAD OFFICE . . . TOKYO, JAPAN

Draw Exchange on

FIRST NATIONAL BANK,

YOKOHAMA.

WM. G. IRWIN